

Section 1: Kentucky Interactive Inc's Subscriber Registration Agreement

You must be a registered user to access certain e-Government services through *Kentucky.gov*.

To register, read all the information carefully, complete and sign this agreement along with any additional forms required to subscribe to a service and return it to us at the address below, you may fax (502-875-3722) the agreement for faster processing. However, you must also mail documents with original signature(s).

**Kentucky Interactive, Inc.
Attn: General Manager
229 West Main Street, Suite 400
Frankfort, KY 40601**

The annual Kentucky.gov registration fee is \$75.00 and is billed to your subscription account with your first month's invoice for usage. Thereafter, the annual registration renewal is \$75.00 and is billed to your subscription account automatically.

However, certain online services have an annual subscription fee that waives the \$75.00 Kentucky.gov registration fee. Please review the online service(s) you are subscribing to verify if you are required to pay the \$75.00 Kentucky.gov registration fee.

In addition to a subscription, certain Kentucky Interactive, Inc. and *Kentucky.gov* services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals. These forms and information on all fees is provided as an attachment to this registration agreement or on the associated Internet pages. Any statutory or usage fees are billed on a monthly basis, annual subscription and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this agreement, please contact *Kentucky.gov* at (502) 875-3733 or email scott@kentucky.gov or lee@kentucky.gov.

Signing up is as easy as 1, 2, 3 . . .

- 1) **You will need a computer with a modem or other Internet connectivity hardware, Internet software and an Internet service provider.**
- 2) **Register online at <http://www.kentucky.gov/Register.htm> then complete this Subscription Registration Agreement and the user designation section.** Don't forget to input all of your user name(s) from the online registration in **Section 4**. Then choose a billing method and sign below.
- 3) **Sign and return this Agreement to the address above.** Upon receipt of the signed and completed agreement, *Kentucky.gov* will notify you of receipt of the agreement and provide passwords, if applicable. When you receive confirmation or notification, you may begin using our subscription services immediately. Email addresses for users are required to receive electronic notification. You will be billed on a monthly basis for your subscription service(s) usage if applicable.

I have read and agree to the terms and conditions of Kentucky Interactive, Inc.'s Subscriber Registration Agreement as presented.

CUSTOMER SIGNATURE – sign here

Signature _____

Date _____

Name (printed) _____

Title _____

For Office Use Only

KII Account Number _____

Classification _____

KII Signature _____

General Manager

Date _____

Section 2: Subscriber Information

Mailing Address

Organization Name: _____
Attention: _____ Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext. _____ FAX: _____
Email Address: _____

Billing Address (If different from above)

Organization Name: _____
Attention: _____ Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext. _____ FAX: _____
Email Address: _____

Billing Options

For Billing -- Please Select One: All usage fees incurred will be totaled and billed monthly.

☐ Monthly Manual Invoice

(Sent via U.S. Mail to billing address listed above)

☐ Auto Check Option

(Monthly usage fees are deducted from checking account)

Bank Name _____

Routing # _____

Account # _____

☐ Government Entity or Representative

(May require additional approval)

Would you like to be notified when we have new online services?

☐ No

☐ Yes, e-mail to main contact e-mail address given

☐ Yes, e-mail to other: _____

Section 3: Kentucky Interactive Inc's Subscription Service Agreement

The Subscriber and Kentucky Interactive Inc., the Portal Manager for *Kentucky.gov*, contract for the provision of services from *Kentucky.gov* to Subscriber are as per the Terms and Conditions below. Kentucky Interactive Inc. provides on-line access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by Kentucky Interactive Inc.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which Kentucky Interactive Inc. will provide services to Subscriber.
2. Kentucky Interactive Inc. reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Subscriber by Kentucky Interactive Inc., constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Kentucky Interactive Inc. in its sole discretion.
 - b. ID/Account Numbers: Kentucky Interactive Inc. will issue to the Subscriber a maximum of 10 ID/account numbers per annual fee. Subscriber is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Subscriber.
 - c. Access: Subscriber is solely responsible for the selection and procurement of any equipment and communication lines.
 - d. Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through Kentucky Interactive Inc. and *Kentucky.gov* services.
 - e. Use of information: Subscriber agrees to abide by all applicable use statements and requirements outlined for access of information or services through Kentucky Interactive Inc. Subscriber recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Kentucky Interactive Inc.
 - f. Subscription and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Subscriber to have access to those services.
5. Payment
 - a. Invoices for all services rendered will be prepared by Kentucky Interactive Inc. and provided by Kentucky Interactive Inc. Rates shall be in accordance with the current Kentucky Interactive Inc. rate schedule. Terms of invoice payment shall be net twenty-five (25) days.
 - b. In addition to the rates contained herein, Subscriber shall pay Kentucky Interactive Inc. for all sales, use, and excise taxes incurred by Kentucky Interactive Inc. in providing services to Subscriber if applicable. Kentucky Interactive Inc. makes no representations as to the liability or exemption from liability of the Subscriber to any tax imposed by any governmental entity.
 - c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
 - d. Payment Options: (Subscriber selects one)
 - e. Auto Check Option – Financial Institution automatically deducts amount of usage fees out of checking account monthly.
 - f. Visa/MasterCard - Charges the monthly usage fees to your charge card monthly.
 - g. Monthly Invoice - Kentucky Interactive Inc. bills subscriber monthly usage fees.
 - h. Default: An account is in default if it is past due or if Subscriber should declare a bankruptcy or insolvency. In the event of default, Kentucky Interactive Inc. may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Kentucky Interactive Inc. from exercising this option at any other time or degree of delinquency.
6. Limitation of Liability
 - a. The remedies set forth in this Agreement are exclusive and in no event shall Kentucky Interactive Inc., its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed.
 - b. Subscriber agrees that Kentucky Interactive Inc. will not be liable for any claim or demand of any nature or kind whether asserted against Kentucky Interactive Inc. or against Subscriber by any third party, arising out of the services or

materials provided or their use; Subscriber agrees to indemnify and hold Kentucky Interactive Inc. harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.

- c. Kentucky Interactive Inc. shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d. No action or suit, regardless of form, other than an action for payments due Kentucky Interactive Inc., arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e. Kentucky Interactive Inc., the Commonwealth of Kentucky, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Kentucky.gov or through Kentucky Interactive Inc. shall at no time be liable for any errors in or omissions from information available on Kentucky.gov or through Kentucky Interactive Inc.

7. Warranty

- a. Kentucky Interactive Inc. makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Kentucky Interactive Inc. and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Subscriber warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Kentucky Interactive Inc.

8. Rate/Fee Changes

- a. Rates/Fees are as set forth in the Subscription Service Agreement insert and are established by Kentucky Interactive Inc. in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 9b below.)
- b. The parties may enter into a fixed-term agreement setting forth a set rate/fee for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Renewals

User accounts renew annually automatically on the last day of their anniversary month unless Kentucky Interactive Inc. is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for that month.

10. Limitations

- a. Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), use data received from or through Kentucky Interactive Inc. or Kentucky.gov in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- b. Subscriber specifically recognizes and affirms that he, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
- c. Subscriber understands that his Kentucky Interactive Inc. or Kentucky.gov service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.
- d. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by Kentucky Interactive Inc.
- e. Subscriber acknowledges that records of its access to Subscription Services will be maintained by Kentucky Interactive Inc. and are subject to audit and examination for compliance with applicable limitations on use.

11. Tradename / Trademark

Subscriber agrees that he/she will not use the trademark "Kentucky Interactive Inc." or "Kentucky.gov" or any of Kentucky Interactive Inc.'s services identified in any fashion unless specifically authorized to do so in writing by Kentucky Interactive Inc.

12. General

- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by Kentucky Interactive Inc. on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of Kentucky Interactive Inc. right to performance of any such term or terms.
- c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- d. Governing Law: This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky as such laws are applied to contracts made and to be performed entirely in Kentucky, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Kentucky and in no other jurisdiction.
- e. Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. Kentucky Interactive Inc. may assign this Agreement and/or the payments due to Kentucky Interactive Inc. without notice to or requirement for Subscriber's permission or approval.

13. Kentucky Interactive Inc., a Kentucky corporation, manages Kentucky.gov and the day-to-day operations and activities.

Section 4: Select Online Services

You may select the Online Services to which you or your organization would like to have access. Please note that certain services require additional forms and approvals. Please check the service desired:

☐ **Online Access to Bill Watch – Online Legislative Tracking**

Bill Watch Users may create detailed profiles to track legislation of interest and receive automatic notification via electronic mail of changes to those bills. The cost of this service (see below) is based on the range of services a user selects and whether the user is a public or private sector employee. Subscription to Bill Watch waives the \$75.00 annual Kentucky.gov registration fee.

The above service(s) allow for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s). You must register each user first, and then complete the following user designation information. Please register at www.kentucky.gov/Register.htm

If unable to register online, please check whether you would like us to fax or mail your user names and passwords, if applicable. For security reasons, we cannot e-mail user names and passwords.

☐ Send to mailing address ☐ Fax

For more than 10 users, please contact *Kentucky.gov*.

Name(s) to be assigned to subscription: (max. 10 users per subscription – Subscription Services Only)

☐ **Only 1 User: 1 User ID/Password – \$450.00 annual fee**

	Name	E-Mail Address	User ID
1.	_____	_____	_____

☐ **More than 1 user Maximum of 5 users: 1 – 5 User ID/Passwords – \$750.00 annual fee**

	Name	E-Mail Address	User ID
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

☐ **More than 5 users Maximum of 10 users: 1 – 10 User ID/Passwords – \$1,000.00 annual fee**

	Name	E-Mail Address	User ID
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

☐ Online Access to KYTC – Vehicle Title Inquiry (VTI) – Annual subscription fee \$125.00

Vehicle Title Inquiry provides access to Kentucky vehicle title, registration and lien information. Authorized users pay an annual \$125.00 subscription fee and \$1.00 for each record accessed. Search with VIN or title number to see information about a vehicle registered in Kentucky. Access to vehicle title, lien and registration records is provided through the Kentucky.gov Online Vehicle Information Service (OVIS) in cooperation with the Kentucky Transportation Cabinet and is governed by the Federal Driver's Privacy Protection Act of 2000 (DPPA). Subscription to VTI waives the \$75.00 annual Kentucky.gov registration fee.

In order to use this service, you must be a registered Kentucky.gov user and authorized through one of the provisions of the DPPA. The Kentucky.gov subscriber agreement requires supplemental forms to declare which of the DPPA provisions authorizes you to access this information and to subscribe to the service. Please complete the both the Kentucky.gov Subscriber Agreement and the VTI Agreement to become an authorized user of this service.

The above service(s) allow for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s). You must register each user first, and then complete the following user designation information. Please register at www.kentucky.gov/Register.htm

If unable to register online, please check whether you would like us to fax or mail your user names and passwords, if applicable. For security reasons, we cannot e-mail user names and passwords.

☐ Send to mailing address

☐ Fax

More users may be added by purchasing another subscription. For more than 10 users, please contact *Kentucky.gov*.

Name(s) to be assigned to subscription: (max. 10 users per subscription – Subscription Services Only)

	Name	E-Mail Address	User ID
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____